

BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

**RESOLUTION AUTHORIZING
EXECUTION OF INTERLOCAL
AGREEMENT BETWEEN CITY OF MOSES
LAKE AND GRANT COUNTY FOR 2019
BYRNE JUSTICE ASSISTANCE GRANT
(JAG) PROGRAM AWARD**

RESOLUTION No. 19-067CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Grant County, Washington, a political subdivision of the State of Washington, by and through its Board of County Commissioners and The City of Moses Lake are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, the City and the County, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the City agrees to provide the County \$0 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2017, FY 2018, and FY 2019 Local Solicitation, for the Moses Lake Tactical Response Team, and the City further agrees to act as the designated Fiscal Agent for this grant program; and

WHEREAS, the City and the County believe it to be in their best interests to reallocate the JAG Funds.

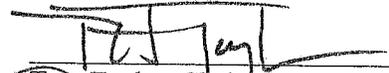
NOW, THEREFORE, BE IT RESOLVED, that the attached Interlocal Agreement, between the City of Moses Lake and Grant County be executed by and between the aforementioned parties.

PASSED AND ADOPTED this 26th day of August, 2019

**BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON**

Yea Nay Abstain

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Tom Taylor, Chair

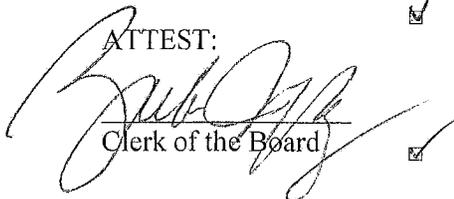


Cindy Carter Vice-Chair



Richard Stevens, Member

ATTEST:



Clerk of the Board

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MOSES LAKE, WA AND COUNTY OF GRANT, WA**

2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 27th day of August, 2019, by and between The COUNTY of Grant, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as COUNTY, and the CITY of Moses Lake, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Grant County, State of Washington, witnesseth:

WHEREAS, this Agreement is made under the authority of the Revised Code of Washington, Chapter 39.34 Interlocal Cooperation Act: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$ 0 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2017 Local Solicitation, for the **MOSES LAKE TACTICAL RESPONSE TEAM**, and the City further agrees to act as the designated Fiscal Agent for this grant program; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$ 0 of JAG funds.

Section 2.

COUNTY agrees to use \$ 0 for NO Program.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against the COUNTY other than claims for which liability may be imposed by the Washington Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed by the Washington Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

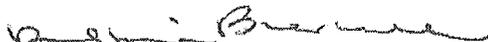
By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF MOSES LAKE, WA



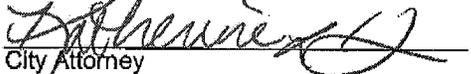
City Manager

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

COUNTY OF GRANT, WA



County Commissioner-Chair

APPROVED AS TO FORM:


Prosecuting Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MOSES LAKE, WA AND COUNTY OF GRANT, WA**

2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 27th day of August, 2019, by and between The COUNTY of Grant, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as COUNTY, and the CITY of Moses Lake, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Grant County, State of Washington, witnesseth:

WHEREAS, this Agreement is made under the authority of the Revised Code of Washington, Chapter 39.34 Interlocal Cooperation Act: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$ 0 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2017 Local Solicitation, for the **MOSES LAKE TACTICAL RESPONSE TEAM**, and the City further agrees to act as the designated Fiscal Agent for this grant program; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$ 0 of JAG funds.

Section 2.

COUNTY agrees to use \$ 0 for **NO** Program.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against the COUNTY other than claims for which liability may be imposed by the Washington Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed by the Washington Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF MOSES LAKE, WA



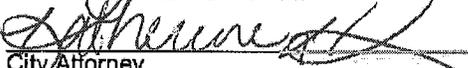
City Manager

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

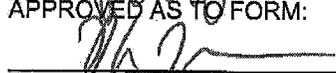
COUNTY OF GRANT, WA



County Commissioner Chair


Richard Stevens

APPROVED AS TO FORM:



Prosecuting Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MOSES LAKE, WA AND COUNTY OF GRANT, WA**

2017 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 27th day of August, 2019, by and between The COUNTY of Grant, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as COUNTY, and the CITY of Moses Lake, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Grant County, State of Washington, witnesseth:

WHEREAS, this Agreement is made under the authority of the Revised Code of Washington, Chapter 39.34 Interlocal Cooperation Act: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$ 0 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2017 Local Solicitation, for the **MOSES LAKE K9 PROGRAM**, and the City further agrees to act as the designated Fiscal Agent for this grant program; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$ 0 of JAG funds.

Section 2.

COUNTY agrees to use \$ 0 for NO Program.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against the COUNTY other than claims for which liability may be imposed by the Washington Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed by the Washington Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF MOSES LAKE, WA



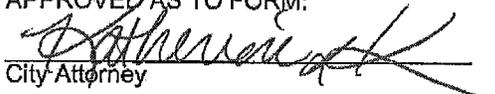
City Manager

ATTEST:



City Clerk

APPROVED AS TO FORM:

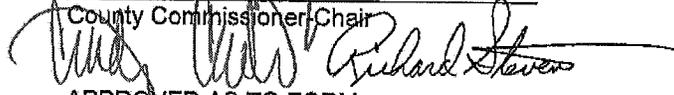
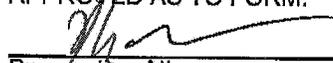


City Attorney

COUNTY OF GRANT, WA



County Commissioner-Chair


APPROVED AS TO FORM:


Prosecuting Attorney